

INTERLOCAL AGREEMENT FOR THE DESIGN,  
CONSTRUCTION MANAGEMENT AND CONSTRUCTION  
OF A TRAFFIC SEPARATOR ON MAGNOLIA DRIVE

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**This Agreement** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2004, by and between the Capital Region Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("District"), and Leon County, a political subdivision of the State of Florida ("County").

WITNESSETH

**Whereas**, the Capital Region Community Development District was established by rule of the Florida Land and Water Adjudicatory Commission, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and is validly existing under the Constitution and laws of the State of Florida; and

**Whereas**, the Act authorizes the District to plan, finance, construct, operate and/or maintain certain infrastructure, including water management systems, water and sewer facilities, roadways, landscaping, recreation and other infrastructure within or without the boundaries of the District; and

**Whereas**, the District has and/or intends to enter into a construction contract, and contracts for design and construction management, relating to certain intersection improvements at Magnolia Drive (C.R. 265) and Apalachee Parkway (C.R. 20) including the construction of new eastbound and westbound slip lanes from Apalachee Parkway and providing additional eastbound and westbound left turn lanes at Magnolia Drive ("District Improvements"); and

**Whereas**, the County has in its work program, a project for certain intersection improvements on Magnolia Drive at Apalachee Parkway for the purpose of controlling turning traffic movement on Magnolia Drive from Lafayette Street to Apalachee Parkway with a concrete traffic separator ("County Improvements"); and

**Whereas**, both the County and the District agree that it is in the best interests of the public to consolidate the County Improvements and District Improvements (collectively, referred to as "Improvements") into a single construction project, that the cost and inconvenience to the motoring public will be minimized by such consolidation, that it is necessary for the construction contract to be fully completed, and that the public will benefit by the timely and cost-effective completion of the project; and

**Whereas**, the County and the District are amenable to having the District build the County Improvements along with the District Improvements and having the County reimburse the District for the costs of design, construction management, and construction of the proposed concrete traffic separator.

**Now, therefore**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. The above recitals are hereby incorporated into and made a part of this Agreement.
2. The District shall utilize the services of CH2M Hill ("District Engineer"), or other such consultants as may be selected by the District, to design and manage construction of the

Improvements in accordance with the standards of Leon County Public Works.

3. County Improvements which are the subject of this Agreement are further described as follows:

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The construction and/or installation of a variable width special concrete traffic separator beginning at station 800+51.56 along Magnolia Drive and proceeding North to station 806+92.57 along Magnolia Drive.

4. The County shall pay the lump sum amount of \$24,000, which amount shall represent the total costs for constructing and/or installing County Improvements which include the costs of design, permitting, construction management and construction. Once complete, the Improvements shall be transferred to the County for ownership, operation and maintenance.
5. Any and all construction documents, including plans and general specifications, shall be prepared by District Engineer and used for permitting. District Engineer shall obtain any and all permits required to complete the Improvements.
6. Construction management to be provided by the District Engineer shall include assistance in construction contract negotiations, periodic (monthly) construction observations, and post-construction certifications.
7. The District shall pay any and all costs for design, permitting, construction management and construction of the Improvements. Upon payment of such costs, the District shall submit to the County adequate proof of payment. The District shall assure that the proof of payment submitted to the County is sufficient to allow the County to process the reimbursement. Payment by the County shall occur within thirty (30) days of receiving such proof of payment.
8. It is understood and agreed that if the District, after exercise of its best effort, is unable to obtain the necessary permits for construction of the Improvements, the District shall be released from any obligations pursuant to this Agreement, and the County shall reimburse the District for the County's share of the expenses reasonably incurred by the District for the design and efforts to obtain permits for construction of the Improvements.
9. This Agreement shall not be construed to grant, guarantee, or vest in or to the District any particular type of development rights.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.
11. Nothing in the Agreement shall be deemed a waiver of the limits of liability of either the District or the County beyond any statutorily limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or other statute of law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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ATTACHMENT # 1  
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12. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained herein. No deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written, and no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.

In witness whereof, the County has caused this Agreement to be executed through its Chairman on this \_\_\_\_\_ day of \_\_\_\_\_ 2004, and the District has executed through its Chairman on this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

LEON COUNTY,  
a political subdivision of the state of Florida

BY:

JANE G. SAULS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:  
BOB INZER, CLERK OF THE COURT

BY:  
CLERK

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

BY:  
HERBERT W.A. THIELE, ESQ.  
COUNTY ATTORNEY

Attest:

CAPITAL REGION  
COMMUNITY DEVELOPMENT DISTRICT,  
a local unit of special-purpose government

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors